MYSORE FOREST DEPARTMENT.

Notification dated 9th June 1925.

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (Cassia Ariculata) and Kakke (Cassia Fistula) barks on all Government unoccupied lands, and State Forests, from 1st July 1925 to 30th June 1927 in the taluks of the Chitaldrug District as detailed below, talukwar or summatwar, so as to reach the Conservator of Forests in Mysore, Bangalore, on or before the 20th June 1925.

1. Chitaldrug.
2. Challakere.
3. Jagalur.
4. Hiriyur.
5. Holalkere.
6. Davangere.
7. Molakalmuru.
8. Hosdurga.
9. Harihar Sub-Taluk.

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N. B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides in regard to his solvency.

Tenders from defaulters on account of previous leases will not be accepted.

The highest tenderer shall ordinarily be the purchaser.

The Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

Within seven days of the receipt of the intimation of the acceptance of the tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200 together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right shall be resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

Within fifteen days of the receipt of the intimation of the acceptance of the tender, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 50 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment	due on	or before	1st November 1925.
2nd	Do	do	1st March 1926.
3rd	Do	do	1st July 1926.

In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*j*) The lessee shall remove out of the limits of the district before the 31st July 1925, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount the difference will be made good immediately by the contractor.

B. V. RAMAIENGAR,
Conservator of Forests.